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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

18 JONATHAN A. SEEWER,) Case No. 4:23-cv-02943-HSG
19 Plaintiff,)
20 vs.)
21 THE PRUDENTIAL INSURANCE COMPANY)
22 OF AMERICA; and UNITED AIRLINES, INC.)
23 LONG TERM DISABILITY INSURANCE)
24 PLAN,)
25 Defendants.)
26 _____)

27 IT IS HEREBY STIPULATED by and between plaintiff JONATHAN A. SEEWER
28 ("Plaintiff") and defendant THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
("Prudential"), by and through their counsel, as follows.

1. The parties agree that this case is governed by the Employee Retirement Income
2 Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001, *et seq.*

2. Plaintiff has named United Airlines, Inc. Long Term Disability Insurance Plan (the
3 "Plan") as a defendant in this action.

3. Prudential has confirmed that the long term disability ("LTD") benefits at issue in this
4 case under the Plan are fully insured for the time period at issue in this case under the group insurance
5 contract it issued to United Airlines, Inc.

1 4. Prudential acknowledges and agrees that it will be responsible for any judgment
2 relating to LTD benefits under the Plan, and attorneys' fees, if awarded, as they relate to Plaintiff
3 based on the allegations made in the Complaint against Prudential in the above-captioned action.

4 5. By this Stipulation, the parties acknowledge that Prudential does not waive or alter,
5 in any way, any other of its available procedural or substantive defenses in this litigation and
6 specifically does not waive its right to contend that Plaintiff is not entitled to any relief or recovery
7 under the Complaint.

8 6. The parties therefore stipulate and request that defendant the Plan be dismissed
9 without prejudice, with the parties to bear their own attorneys' fees and costs directly related to this
10 Stipulation and dismissal of the Plan. Prudential shall remain the only named defendant.

11 **IT IS SO STIPULATED.**

13 Dated: July 24, 2023

John Robert Unruh
UNRUH LAW, P.C.

15 By: /s/ John Robert Unruh
16 John Robert Unruh
17 Attorney for Plaintiff
18 UNRUH LAW, P.C.

19 Dated: July 24, 2023

20 Jason A. James
MESERVE, MUMPER & HUGHES LLP

21 By: /s/ Jason A. James
22 Jason A. James
23 Attorney for Defendant
24 THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

25 **Filer's Attestation - Local Rule 5-1.(i)(3)**

26 The filing attorney attests that he has obtained concurrence regarding the filing of this
27 document and its content from the signatories to this document.

ORDER

IT IS HEREBY ORDERED that defendant United Airlines, Inc. Long Term Disability Insurance Plan (the “Plan”) be dismissed from this action without prejudice, with the parties to bear their own attorneys’ fees and costs directly related to the instant Stipulation to Dismiss the Plan Without Prejudice and the dismissal of the Plan. Prudential shall remain the only named defendant in this action.

IT IS SO ORDERED.

Dated: 7/24/2023

Haywood S. Gill Jr.
Hon. Haywood S. Gilliam, Jr.

Hon. Haywood S. Gilliam, Jr.
United States District Court Judge